MARRIED WOMEN—REFORMATION OF DEED RELINQUISHING INCHOATE INTEREST IN HUSBAND'S PROPERTY.—The defendants, husband and wife, duly executed a mortgage on property belonging to the husband, to secure an indebtedness due from him to the plaintiff in this action. By mutual mistake of all the parties, a strip of land ten feet wide was omitted from the description of the premises. Plaintiff brings this action to obtain a reformation and foreclosure of the mortgage. *Held*, plaintiff is entitled to the relief demanded except as to the inchoate dower right of the wife. *Morris et al.* v. *Covey et al.* (Ark. 1912) 148 S. W. 257.

Prior to the statutes giving married women power to contract, the courts generally refused to reform the deed of a married woman on the ground that such a deed was a nullity. *Martin* v. *Hargardine*, 46 Ill. 322; *Bowden* v. *Bland*, 53 Ark. 53, 13 S. W. 420, 22 Am. St. Rep. 179; *Carr* v. *Williams*, 10 Ohio 305. Reformation is still refused where the defect is the omission of a statutory requisite necessary to the validity of the deed. *Hamar* v. *Medsker*, 60 Ind. 413. But where the mistake is merely in the description of the premises, at the present time reformation will generally be allowed. *Hamar* v. *Medsker, supra; Mills* v. *Driver*, 72 Ark. 534, 81 S. W. 1058; *Stevens* v. *Holman*, 112 Cal. 345, 53 Am. St. Rep. 216, 44 Pac. 670. Arkansas will also allow reformation against the wife when homestead rights are concerned. *Sledge & Norfleet Co.* v. *Craig*, 87 Ark. 371, 112 S. W. 892. But in the principal case the same court makes the exception of the wife's inchoate dower interest. The reason given is that "she was entirely without power to relinquish her dower except in the manner pointed out by statute," and therefore that a court of equity has no power to relinquish it for her. It seems, however, that the court has lost sight of the distinction, pointed out above, between mistakes affecting the validity of the deed and mere mistakes of description. There seems to be but one case in accord with the principal case, so decided on the broad ground that the deed of a married woman could not be reformed. *Martin* v. *Hargardine, supra*.. As we have seen, this broad rule is not law now. See in addition to cases cited above, *Bradshaw* v. *Atkins*, 110 Ill. 323. On the other hand, there seems to be but one case directly opposed to the principal case. *Dunn* v. *Tousey et al.*, 80 Ind. 288. This case recognizes the distinction between mistakes of description and mistakes going to the validity of the instrument, and holds that the same rule applies to the inchoate interests of the wife as to her vested property interests. The latter rule seems to be more in accord with the modern tendency of the laws relating to the rights and liabilities of married women.

MASTER AND SERVANT — ASSUMPTION OF RISK — NEGLECT OF STATUTORY DUTY.—Plaintiff, an employee of defendant company was injured by catching his clothing in an unguarded shafting. 1905 P. L. 355, provided that "All vats, pans, saws, planes, cogs, gearing, belting, fly wheels and machinery of every description shall be properly guarded." *Held*, "Where the negligence charged is failure to perform a statutory duty questions relating to assumption of risk do not arise. *Amino* v. *Jones & Laughlin Steel Co.* (Pa. 1912) 28 Atl. 780.

From the beginning the courts have been in conflict on this point. See 1 MICH. L. REV. 414. Many States hold with the principal case that the statute abolishes the assumption of risk by implication. *Stephenson* v. *Sheffield Brick and Tile Co.*, 151 Iowa 371, 130 N. W. 586; *Rivers* v. *Bay City Traction and Electric Co.*, 164 Mich. 696, 128 N. W. 254; *Dukette* v. *Northwestern Woodenware Co.*, 61 Wash. 95, 111 Pac. 1065; *Waschow* v. *Kelley Coal Co.*, 245 Ill. 516, 92 N. E. 303; *St. Louis, Iron Mountain & Southern Ry. Co.* v. *White*, 93 Ark. 368, 125 S. W. 120; *Lewis* v. *Barton Salt Co.* 82 Kan. 163, 107 Pac. 783; *Welsh* v. *Barber Asphalt Paving Co.* 167 Fed. 465. Other States hold that the maxim *"Volunti non fit injuria"* can be invoked unless the statute expressly prohibits it, as statutes in derogation of the common law must be strictly construed; *Monson* v. *LaFrance Copper Co.*, 43 Mont. 65, 114 Pac. 778; *Gombert* v. *McKay*, 201 N. Y. 27, 94 N. E. 186; *Willette* v. *Rhinelander Paper Co.*, 145 Wis. 537, 130 N. W. 853; *Simoneau* v. *Rice & Hutchins*, 202 Mass. 82, 88 N. E. 433. In some jurisdictions assumption of risk by an employee when there has been a breach of statutory duty by the employer is expressly abolished. OHIO CODE § 6243; MISS. CODE OF 1906; N. C. REVISAL OF 1905, § 2646; 6 FED. ST. ANN, 756. Reason and the trend of recent decisions seem to be in accord with the principal case. The statutes, being for the benefit of the employee will become inoperative if the employer can excuse himself from his statutory duty by the plea that the danger was so obvious that the injured employee ought to have been aware of it.

MASTER AND SERVANT—SAFE PLACE TO WORK.—Plaintiff's husband was an employee of a sub-contractor and was fatally injured by falling through a hole in one of the upper floors of a building in which he was working. Defendant was a contractor in charge of the general construction of the building and hired the employer of the deceased to do the painting. *Held*, a general contractor is under the duty to provide a reasonably safe place to work for the employees of a sub-contractor engaged in the general prosecution of the work, as well as for his own employees. *Metzger* v. *Cramp & Company* (Pa. 1912) 83 Atl. 590.

The court cites no authority for its decision and but few similar cases have been found. A contractor has been held to owe no duty of furnishing a safe place to work to the employees of a sub-contractor in a case where the latter was employed to raise the road-bed of a railroad and the injury was caused by the company's engine striking a rock which was thrown against the employee (*Reilly* v. *Chicago & Northwestern Ry. Co.*, 122 Ia. 525, 98 N. W. 464); and in a case where the independent contractor was employed to load slack and the injury was caused by the falling of a piece of slack (*Branstrator* v. *Keokuk & W. Ry. Co.*, 108 Ia. 377, 79 N. W. 130). In analogous cases the owners of real property were held to owe no such duty: *Callan* v. *Pugh*, 66 N. Y. Suppl. 1118; *Engel* v. *Eureka Club*, 137 N. Y. 100. On the other hand the contractor has been held liable because the place in which the employee of a sub-contractor was working was not safe; as in a case where he had not put in the shoring for a building (*Nelson* v. *Young*, 87 N. Y. Suppl. 69); and in a case where the sides of a sewer caved in upon